

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

IN RE:

DONALD H. BRANDT,

Debtor.

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No. 3:21-bk-31744-SHB
Chapter 11

AMENDED PLAN OF REORGANIZATION

A. Definitions.

- (1) “Bankruptcy Code” shall mean Title 11, United States Code.
- (2) “Debtor” shall mean Donald H. Brandt.
- (3) “Court” shall mean the United States Bankruptcy Court for the Eastern

District of Tennessee, Northern Division.

(4) “Effective Date of the Plan” shall mean the date of the Final Order confirming the Plan.

(5) “Plan” shall mean this Plan, together with any amendments or modifications thereof.

(6) “Creditors” shall mean all creditors of the debtor holding claims for unsecured debts, liabilities, demands or claims of any character whatsoever.

(7) “Insider” shall mean Donald H. Brandt.

B. Plan of Reorganization.

The Plan is based upon debtor’s belief that this reorganization is in the best interest of its creditors.

The Plan, as proposed, will pay the claims of all secured and unsecured creditors as detailed below.

There are five classes of creditors:

Class One is comprised of the claim of Manatee County, Florida for \$20,000 in property taxes. Debtor has made payments towards this claim during the pendency of this case. Accordingly, the amount of the claim shall be reduced dollar-for-dollar by the amount the Debtor has paid to the Class One creditor for its claim during the pendency of this case, as established by reasonably reliable documentary evidence provided by the Debtor and confirmed by the creditor in question. This claim will be paid in full, with interest at an annual rate of 4 percent, in equal monthly installments until full satisfaction of the debt.

Class Two consists of Debtor's primary secured creditor, FNBO. (FNBO is a judgment creditor). Class Two claims will be paid through the sale of real property upon which FNBO has liens, which includes all of the Debtor's real property (the "Properties"). Debtor shall have until May 31, 2023, to market and sell all of the Properties, including an executed sales agreement. As to those individual properties that are under an executed sales agreement by May 31, 2023, the Debtor shall have two weeks after an executed sale agreement or May 31, 2023, whichever occurs first, to file his motion to sell, and thirty days to close on the sale of said properties.

If an executed sales agreement is approved by the Court but has not closed by May 31, 2023, the subject property will be listed in the below referenced auction as being under private contract with the possibility of it being sold at the auction if the private contract has not closed by June 30, 2023. If the closing does not occur on said individual properties on or before May 31st or 30 days after court approval, then they shall be auctioned as follows:

As to each individual property that remains unsold as of May 31, 2023, and on which FNBO has the priority lien, relief shall be granted to FNBO, and FNBO shall proceed with auction on each individual property using J.J. Dower of Ayers Auction and Real Estate ("Ayers"), or such

other reputable auction company and auctioneer to be approved by the Court. Ayers shall submit a proposal outlining the general terms of the auction with its application for approval by the Court. Ayers shall cooperate with the Debtor to set the terms of each sale. Ayers proposes to sell multiple properties together in an online absolute auction sale. The auction shall be open to the public. Ayers shall also utilize the MarkNet Alliance bidder database, which expands the reach of the auction to include 800,000 registered bidders and to additionally target buyers from outside the local area. The auction will be advertised using a strong online campaign spanning a 30-day period. The auction will appear on Ayers' company website as well as MarkNet Alliance members' websites, bringing the website appearance total to over 400 websites. Ayers will run Facebook and Google ads using algorithms to best target prospective bidders. The auction will appear in classified ads in the Knoxville, Columbus, Cincinnati and Dayton papers, as well as ads in the LaFollette Press. Signage will be posted on and near the property. Ayers shall charge a 10 percent buyers premium to successful bidders to compensate the auctioneer. Ayers shall auction all non-income producing properties before any income-producing properties until FNBO is paid in full, so that the Debtor can continue to make monthly payments to other creditors using rental income in addition to his Social Security income. The auction shall occur on June 30, 2023.

Ayers shall cooperate with the Debtor to determine a minimum bid for the Properties, calculated as a certain percentage of the fair market value of each property determined by Ayers and the Debtor which the property must sell for at auction. If a property fails to sell for such minimum bid, that property shall not be sold at the present auction and shall be retained by the Debtor until privately sold or until sold at an auction using the same process as detailed above within ten (10) weeks, whichever is earlier. In the event a property under an executed sales agreement approved by the Court as discussed above is scheduled to close within 30 days of Court

approval, which date falls after June 30, 2023, and fails close as scheduled, that property shall be sold at an auction using the same process as detailed above within four (4) weeks of the scheduled closing date. Upon the satisfaction of their respective liens in full from the sales of any or all of the Properties, Class Two members shall release their liens and no further sales will be required.

Class Two Claims are as follows:

Claim No.	Description	Insider	Impaired or Not Impaired	Treatment	
15	<p>First National Bank of Oneida</p> <p>Judgment lien recorded on all real property in Montgomery, Allen, Miami, and Darke Counties, Ohio, Campbell County, Tennessee, Pima County, Arizona, and Charlotte, Manatee, Sarasota and Lee Counties, Florida</p> <p>Remaining secured amount: \$422,482.34</p>	No	Impaired	Treatment of Lien: Paid from proceeds of auction	Retain lien
16	<p>Secured claim of First National Bank of Oneida</p> <p>Judgment lien recorded on all real property in Manatee, Charlotte, Lee, and Sarasota Counties, Florida</p> <p>Remaining secured amount: \$181,161.00</p>	No	Impaired	Treatment of Lien: Paid from proceeds of auction	Retain lien

Class Three consists of the regular secured creditors, i.e., secured creditors other than FNBO. The following chart lists Debtor's secured pre-petition claims and their proposed treatment under the Plan. All creditors in Class Three will maintain the original term of the loan and will retain their liens on the associated collateral until the provided for claims are paid in full. The Debtor has made payments towards some Class Three claims during the pendency of this case. Accordingly, the amount of the claims shall be reduced dollar-for-dollar by the amount the Debtor has paid to

the Class Three creditors for each respective claim during the pendency of this case, as established by reasonably reliable documentary evidence provided by the Debtor and confirmed by the creditor in question. Class Three creditors are as follows:

Claim No.	Description	Insider	Impaired or Not Impaired	Treatment	
	Ron Wiley Collateral description: 3454 Hancock Bridge, B6 North Ft. Myers, FL Allowed secured amount: \$42,000.00	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien Sale no later than 90 days from confirmation if necessary	\$599.50 Confirmation 6% Retain lien
	Ron Wiley Collateral description: 2901 26 th St., Apt. 214 Bradenton, FL Allowed secured amount: \$42,000.00	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien	\$599.50 Confirmation 6% Retain lien
2	TVA Employees Credit Union Collateral Description 2021 Silverado truck Allowed secured amount: \$44,904.00	No	Not Impaired	Guaranty of Daughter's truck Payments begin: Interest rate:	Retain lien Daughter makes payment 2.99%
3	Sam Niswonger Collateral Description 471-473 Lyle West Milton, OH Allowed secured amount \$65,000.00	No	Impaired	Land contract Payment Payments begin Interest Rate	\$665.30 7/1/22 7%
4	Charlotte State Bank Collateral description: Office property in Port Charlotte, Florida Allowed secured amount \$113,170.05	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien	\$2,618.00 Confirmation Adjustable in 2025 Retain lien

6	Ford Credit Collateral Description: 2021 F150 pickup truck Allowed secured amount \$9,361.47 plus attorney fees pursuant to 11 U.S.C. §506(b)	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien	\$371.73 Confirmation 5.9% Retain
8	US Bank (PHH) Collateral Description: 429 and 431 Lyle West Milton, Ohio Allowed secured amount: \$106,545.00	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien Sale no later than 4-6 weeks from May 31, if necessary	\$887.66 Confirmation 6.0% Retain Arrearage tacked to end of term
10	Deutsche Bank (PHH) Collateral Description: 437 - 439 Lyle West Milton, Ohio Allowed secured amount: \$98,092.00	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien Sale no later than 4-6 weeks from May 31, if necessary	\$875.21 Current 6.0% Retain
11	Cole & Cole Collateral Description: 202 W. 47 th Ave., Unit 133 Bradenton, FL Allowed secured amount: \$10,000.00	No	Impaired	Treatment of Lien: Paid from proceeds of sale Sale no later than 4-6 weeks from May 31, if necessary	Retain lien
12	US Bank c/o SPS Collateral Description: 832 and 834 Comanche Tipp City, Ohio Allowed secured amount: \$125,559.00	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien Sale no later than 4-6 weeks after May 31, if necessary	\$813.87 Current 4.625% Retain

13	Deutsche Bank (PHH) Collateral Description: 4500 Mahler, Huber Heights, Ohio Allowed secured amount: \$52,154.00	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien Sale no later than 4-6 weeks after May 31, if necessary	\$518.66 Current 3.94% Retain
14	Kubota Credit Collateral Description: Tractor and attachments Allowed secured amount: \$28,088.00	No	Impaired	Payments Begin Date: Interest Rate:	\$355.44 Confirmation 0%
19	Wells Fargo Home Mortgage (PHH) Collateral Description: 778-780 Comanche Tipp City, Ohio Allowed secured amount: \$115,126.00	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien Sale no later than 4-6 week after May 31, if necessary	\$899.00 current 3.57% Retain
20	Wells Fargo Home Mortgage (PHH) Collateral Description: Bradenton residence Allowed secured amount: \$296,619.45	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien	\$2,455.82 Confirmation 3.625% Retain
21	Wells Fargo Home Mortgage (PHH) Collateral Description: Duplex Units 3 and 4 Arcanum, Ohio Allowed secured amount: \$98,320.00	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien Sale no later than 4-6 weeks after May 31, if necessary	\$386.42 Current 3.5% Retain
22	Wells Fargo Home Mortgage (PHH) Collateral Description: Duplex Units 1 and 2 Arcanum, Ohio	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien Sale no later than	\$352.91 Current 3.98% Retain

	Allowed secured amount: \$61,612.00			4-6 weeks after May 31, if necessary	
23	US Bank c/o Select Portfolio Servicing Collateral Description: 786-788 Comanche Tipp City, Ohio Allowed secured amount: \$134,106.00	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien Sale no later than 4-6 weeks after May 31, if necessary	\$920.63 Current 4.625% Retain
29	NRZ Shellpoint Collateral Description: 479-481 Lyle West Milton, Ohio Allowed secured amount: \$109,160.00	No	Impaired	Payments Begin Date: Interest Rate: Treatment of Lien Sale no later than 4-6 weeks after May 31, if necessary	\$820.68 Current 4.32% Retain Arrearage tacked to end of term

Class Four are the unsecured claims. Class Four creditors shall receive 100 percent of their claim over five years following the confirmation date of the Plan. Payments shall be made in equal monthly installments of \$1,000.00 on a pro rata basis. Alternatively, upon the sale of real property and after payment of secured creditors in order of priority and reasonable closing costs, if there should be any remaining proceeds from the sale, said balance shall be distributed to the unsecured creditors on a pro rata basis. However, if the Debtor fails to make two consecutive payments to any unsecured creditor, such creditor may immediately proceed to auction using the auction company identified as to the Class Two claims above, for properties located in the same state, on any unencumbered property belonging to the Debtor, with payment of secured creditors in order of priority and after reasonable closing costs, until the Debtor's payments to such creditor are paid in full. Should the sale of all of the real estate not fully satisfy all creditors, no further payments will be made to any creditor and the Debtor shall be entitled to his discharge.

Class Four creditors are:

Creditor	Amount	Insider	Impaired or Not Impaired	Description
FNBO	\$25,687	No	Impaired	Federal Court Judgment
Fund Box 6900 Dallas Parkway Suite 700 Plano, TX 75024	\$8,925	No	Impaired	Loan – will be objected to
R. John Cole, II, Esq. Cole & Cole Law, PA 46 N. Washington Blvd., Suite 24 Sarasota, FL 34236	\$31,970	No	Impaired	Legal Services
Small Business Administration District Director 2 International Plaza, Suite 500 Nashville, TN 37217	\$14,900	No	Impaired	COVID Loan
Mayer & Newton 1111 N. Northshore Drive Suite S-570 Knoxville, TN 37919	\$20,000	No	Impaired	Legal Services
Amy C. Boohaker 1317 Edgewater Drive, Suite 5775 Orlando, FL 32804-5775	\$22,544	No	Impaired	Legal Services
Synchrony Bank c/o PRA Receivables P. O. Box 41031 Norfolk, VA 23541	\$584	No	Impaired	Credit Card – will be objected to
Resurgent Capital Services	\$10,851	No	Impaired	Credit Card – will be objected to

Class Five is comprised of the unsecured claim of Kathy Jade. Ms. Jade's claim was filed on May 9, 2022, after the claims filing deadline. The Debtor will object to this claim. It is being placed in Class Five pending a resolution of the claim. Debtor shall have 75 days from the date of

confirmation to file an objection to the claim. Once the objection is resolved, if the claim is allowed, any allowed amount will be paid along with the creditors in Class Four as further described in the proposed Plan.

Melissa Terrazas has alleged that she is owed money by the Debtor. Ms. Terrazas' claim was listed in the Debtor's schedules as disputed. She has failed to file a proof of claim per 11 U.S.C. 1111(a), so no payment will be made to her.

Zachary Gravelle has not only alleged that he is owed money by Debtor, but has filed, released, and refiled purported mechanic's liens on real property of the Debtor. Mr. Gravelle's claim was listed in the bankruptcy schedules as disrupted. He has failed to file a proof of claim per 11 U.S.C. 1111(a) and has failed to file any action in support of his liens filed, so no payment will be made to him.

In addition to the filing fee paid to the clerk, a quarterly fee shall be paid to the United States Trustee until the case is administratively closed. The fee amount shall be in compliance with 28 U.S.C. § 1930(a)(6) and the Local Rules of the U.S. Bankruptcy Court of the Eastern District of Tennessee. The fee shall be payable on the last day of the calendar month following the calendar quarter for which the fee is owed. The only requirements that will need to be satisfied before the Debtor can file a motion to administratively close the case shall be:

1. Confirmation Order has become final
2. Payments proposed under the Plan have commenced and been paid.
3. There are no pending Motions, contested matters, or adversary proceedings.
4. All U.S. Trustee quarterly fees have been paid.

This Court shall retain jurisdiction over any and all matters arising from and/or under this

file a motion to administratively close the case shall be:

1. Confirmation Order has become final
2. Payments proposed under the Plan have commenced and been paid.
3. There are no pending Motions, contested matters, or adversary proceedings.
4. All U.S. Trustee quarterly fees have been paid.

This Court shall retain jurisdiction over any and all matters arising from and/or under this plan including, but not limited to, any claims, objections, equitable subordination claims, avoidance actions and subrogation claims as set out above.

It is anticipated that total professional fees for the Debtor will not exceed \$75,000.00, which will consist of attorney fees and accounting fees. These fees will be paid only after application to and approval by the Court. Any professional fees unpaid after approval by the Court shall be paid in equal installments of not greater than \$2,500.00 monthly until paid in full. The U.S. Trustee fees will be paid in full as they become due. To the extent that there are any outstanding U.S. Trustee fees, they shall be paid in full upon confirmation and the Debtor shall not be entitled to administratively close the case until such time as all outstanding U.S. Trustee fees are paid in full.



Donald H. Brandt

s/Lynn Tarpy

Lynn Tarpy 006017

Tarpy, Cox, Fleishman & Leveille, PLLC

1111 N. Northshore Drive

Suite N-290

Knoxville, Tennessee 37919

865-588-1096

plan including, but not limited to, any claims, objections, equitable subordination claims, avoidance actions and subrogation claims as set out above.

It is anticipated that total professional fees for the Debtor will not exceed \$75,000.00, which will consist of attorney fees and accounting fees. These fees will be paid only after application to and approval by the Court. Any professional fees unpaid after approval by the Court shall be paid in equal installments of not greater than \$2,500.00 monthly until paid in full. The U.S. Trustee fees will be paid in full as they become due. To the extent that there are any outstanding U.S. Trustee fees, they shall be paid in full upon confirmation and the Debtor shall not be entitled to administratively close the case until such time as all outstanding U.S. Trustee fees are paid in full.

s/Lynn Tarpy

Lynn Tarpy 006017
Tarpy, Cox, Fleishman & Leveille, PLLC
1111 N. Northshore Drive
Suite N-290
Knoxville, Tennessee 37919
865-588-1096

Donald H. Brandt